

**BY-LAWS
FOR THE
COUNCIL OF LOCAL ELECTED OFFICIALS
OZARK REGION**

DEFINITIONS

DWD: Division of Workforce Development

MTEC: Missouri Training and Employment Council

WIA: Workforce Investment Act of 1998 P.L. 105-220

CLEO: Ozark Region Council of Local Elected Officials

MCC: Missouri Career Center

CLEO: Council of Local Elected Officials (consists of one elected official from each of the following entities):

Christian County

Dallas County

Greene County

Polk County

Stone County

Taney County

Webster County

City of Springfield

Voting Member: Members and their officially designated alternates shall have full voting rights and privileges.

**ARTICLE I
IDENTITY**

These are the By-Laws of the Ozark Region Council of Local Elected Officials, a Council formed under the Workforce Investment Act of 1998, P. L. 105-220 ("WIA"), serving the City of Springfield and the counties of Christian, Dallas, Greene, Polk, Stone, Taney and Webster.

**ARTICLE II
PRINCIPAL OFFICE**

The principal office of the CLEO shall be located in the Missouri Career Center, 1514 South Glenstone, Springfield, Missouri 65804. Other office locations may be established as necessary to carry out the CLEO roles and responsibilities under the WIA.

ARTICLE III
PURPOSE AND POWERS

Section 1. Purpose.

a. The purposes of the CLEO, in Partnership with the Workforce Investment Board of the seven-county region, shall be consistent with those purposes that are identified for a Regional Council of Local Elected Officials under the Workforce Investment Act of 1998, P.L. 105-220 and amendments thereto, and Section 620.521 et seq., RSMo, and amendments thereto, and other purposes that, in accordance with public law, may be bestowed upon the CLEO.

b. The CLEO shall study and make recommendations regarding the improvement of the Region's employment and training delivery network, including improved federal and state resource use and expanded coordination of job training and employment activities with other related activities.

c. Using the results of the One-Stop Partners collaboration at early stages of planning, the CLEO shall adhere to the Ozark Region 5-Year Plan of Services.

d. The CLEO shall serve as a forum to encourage cooperative uses of employment and training funding, facilities, and staff resources for a more comprehensive and coordinated regional service delivery system.

Section 2. Powers.

a. The powers of the CLEO shall be consistent with those powers that are identified for a Regional CLEO under the WIA., Section 111(d)(1-9), & (e) and any amendments thereto, including, but not limited to:

1. Providing policy guidance and review for all employment and training programs in the Region. Developing appropriate linkages with other programs to assure non-duplication among the programs and activities; coordinating activities with local Missouri Career Center (MCC) Partners and providing advice and recommending alternatives to the WIB and MTEC regarding the employment and training performance standards required by federal and state regulation.

2. Assisting the Partners to develop, review and submit written comments on the Ozark Region 5-Year Plan of Services, and any modification thereto, before its submission through the DWD to MTEC.

3. Reviewing the implementation status of the Local Workforce Investment Plan and reviewing the consistency of such plan with criteria developed for coordination of activities under WIA with other federal, state and local employment related programs.

4. Reviewing the operation of programs conducted within the Region and the availability, responsiveness and adequacy of regional workforce development services; and making recommendations to the WIB, Partners and service providers, MTEC and the general public with respect to ways to improve the effectiveness of such programs or services.

5. Developing and submitting an Annual Report to the Governor. Such a Report shall include input from CLEO and WIB members as well as regional employment and training partners; shall be submitted through the DWD to MTEC; and shall be considered a public document. The CLEO shall also issue such other studies, reports or documents as it deems advisable to assist the Region in carrying out the purposes of the WIA, as amended.

6. Identifying, in coordination with the appropriate Partners and service providers the employment, training and vocational education needs throughout the Region and assessing the extent to which employment and training, vocational education, rehabilitation services, public assistance, economic development, and other federal, state and local programs and services represent a consistent, integrated and coordinated approach to meeting such needs.

Section 3. Limitations on Powers.

a. The Ozark Regional 5-Year Plan of Services and certain other decisions of the CLEO may be subject to approval by the MTEC.

b. The CLEO shall not operate programs or provide services directly to eligible participants under the WIA, but shall exist solely to plan, coordinate and monitor the provision of such programs and services in the Ozark Region.

ARTICLE IV **CLEO MEMBERSHIP**

Section 1. Organization of the Council

a. The membership of the CLEO shall consist of the Chief Local Elected Official from the City of Springfield and each of the seven counties within the Ozark Region.

b. The Chief Local Elected Official may officially designate an alternate local elected official to serve in his/her capacity. Such designated alternate shall have all rights and privileges as the Chief Local Elected Official.

Section 2. Terms of Office. Each member of the CLEO shall serve as long as he/she holds the position of Chief Local Elected Official of the jurisdiction which he/she represents or as long as officially designated as an alternate by the member.

Section 3. Removal and Resignation. Any Chief Local Elected Official who is unable to fulfill his/her responsibilities as a member of the Council shall officially designate an alternate to serve in his/her capacity. Such alternate shall have all rights and privileges as the original member.

Section 4. Compensation. Members of the CLEO shall receive no compensation but shall be reimbursed for all necessary expenses actually incurred in the performance of their duties.

ARTICLE V **OFFICERS AND THEIR DUTIES**

Section 1. Officers. The officers of the CLEO shall be a Chair and Vice-Chair. Elections shall be held at the last regular Council meeting of the program year with terms running from July 1 through June 30 of each calendar year.

Section 2. Duties of the Chair. The Chair shall preside at all meetings of the CLEO and the CLEO Executive Committee. The Chair shall call or cause to be called all meetings of the CLEO and the CLEO Executive Committee and establish or cause to be established agendas and matters of business. The Chair shall perform such other duties as are incident to the Chair's office or properly required by the CLEO.

Section 3. Duties of the Vice-Chair. The Vice-Chair shall assist the Chair in conducting CLEO business. In the Chair's absence, disability, or resignation, the Vice-Chair of the CLEO shall assume the position of and perform the duties of the Chair, with all the power and authority of the Chair's office. Further, the Vice-Chair of the CLEO shall have such powers and discharge such duties as may be properly assigned to the Chair, from time to time, by the CLEO.

ARTICLE VI **MEETINGS**

Section 1. Regular Meetings. Regular meetings of the CLEO shall be held at least six times each year.

Section 2. Notice of Regular and Committee Meetings. Whenever possible, notices of all regular and committee meeting of the CLEO shall be given to each member in writing and postmarked to him or her either personally, electronically or by regular mail a minimum of seven (7) days prior to the date called for the meeting. Such notices shall include a tentative agenda and a description of any matter(s) that the members may be called to vote upon at the regular meeting. Any agenda topics should be coordinated with a Chair prior to this deadline.

Section 3. Special Meetings. Special meetings of the members may be called by the Chair, the Executive Committee or upon written application of at least one-third members entitled to vote at the meeting.

a. Notice. All members of the CLEO shall be informed in writing of special meetings a minimum of forty-eight (48) hours in advance of the special meeting. Such notice shall include a description of the matter(s) for which the special meeting is called.

b. Limitations. At any special meeting only business specified in the special meeting notice may be transacted.

Section 4. Meetings Open to the Public. All meetings of the CLEO and its committees shall be open to the public. The CLEO shall make available to the public, on a regular basis through its open meetings, information regarding the activities of the CLEO, including information regarding the Regional Plan prior to submission of the Plan, information regarding membership and, upon request, minutes of formal meetings of the CLEO.

a. Meetings or portions of meetings may be closed to the general public by the Chair of the CLEO or a Committee Chair, but only in compliance with the exemptions granted by the open meetings provisions of section 610.020, RSMo.

b. All meetings of the CLEO shall be publicly announced in compliance with the open meetings provisions of section 610.020, RSMo.

Section 5. Meeting Minutes. Minutes of the CLEO meetings shall be taken and shall be distributed to all CLEO members at or before the next regular meeting of the Council.

Section 6. Quorum. A quorum is not required in order for the Council to transact business. A simple majority vote of those members present is sufficient for passage of any item placed before the body for action.

Section 7. Action by Executive Committee. The Executive Committee is empowered to work with staff, contractors, Partners and others as necessary to ensure that the Regional Plan and other CLEO responsibilities are completed to facilitate timely transactions. A simple majority vote of the Committee is sufficient for passage of any item placed before the Committee for action. Action taken by the Committee shall be reviewed with the full CLEO at its next regularly scheduled meeting for concurrence.

ARTICLE VII **EXECUTIVE COMMITTEE**

Section 1. Members of the Executive Committee. The Executive Committee shall consist of the CLEO Chair and Vice-Chair, who shall have authority to conduct matters of routine business for the CLEO when it is not feasible for the full Council to be convened. Action taken by the

Committee shall be reviewed with the full CLEO at its next regularly scheduled meeting for concurrence.

ARTICLE IX

CONFLICT OF INTEREST AND CONFIDENTIALITY

Section 1. Voting Prohibited.

a. Section 111(f) of the WIA prohibits a member of the CLEO from voting on a matter under consideration by the CLEO when:

1. the matter concerns the provision of services by the member or by an entity that the member represents; or
2. the matter would provide direct financial benefit to the member or the immediate family of the member; or
3. the matter concerns any other activity determined by the CLEO to constitute a conflict of interest as specified in the Regional Plan.

b. **CLEOs Policy.** Members of the CLEO are expected to avoid unethical behavior in the course of performing their official duties. The CLEO not only expects its members to avoid impropriety, but also to avoid the appearance of impropriety whether or not any actually exists. Members must avoid:

1. using their position for private gain;
2. giving preferential treatment to any person or entity;
3. losing their independence or impartiality in making decisions; or
4. acting in any way that might erode public confidence in the integrity of the CLEO.

c. **Abstention.** CLEO members should individually abstain from voting on issues and matters that will result in a direct or indirect conflict of interest. Abstentions, and the general reasons therefore, should be duly recorded in the minutes of the meeting.

Section 2. Confidentiality. All information, whether transmitted orally or in writing, that is of such a nature that it is not, at that time, a matter of public record or public knowledge is deemed confidential by the CLEO. Members shall not disclose confidential information obtained in the course of or by reason of his or her membership on the CLEO to any person or entity not directly involved with the business of the CLEO. Further:

a. No member shall use confidential information obtained in the course of or by reason of his or her membership on the CLEO in any matter with intent to obtain financial gain for the member, the member's immediate family or any business with which the member is associated.

b. No member shall disclose confidential information obtained in the course of or by

reason of his or her membership on the CLEO in any manner with the intent to obtain financial gain for any other person.

ARTICLE X **RECORDKEEPING**

Section 1. Minutes and Actions of the CLEO. The CLEO shall maintain, at its principal office, permanent record of the minutes of all formal meetings of the CLEO and its Executive Committee.

Section 2. Miscellaneous Records. A copy of the following records shall be maintained at the CLEOs principal office:

- a. By-Laws and all amendments thereto;
- b. Resolutions of the CLEO relating to the qualifications and rights of members;
- c. All written communications to all members within the past three years;
- d. A list of the names and business or home addresses of the members and officers currently serving on the CLEO; and
- e. Any written reports, studies, recommendations, plans or other documents approved and adopted by the CLEO in the course of carrying out its duties and purposes.

ARTICLE XII **NON-DISCRIMINATION**

The CLEO shall not discriminate against any employee, agent or provider of consulting or contract services, or applicant for employment, agency or consulting or contract services on the basis of race, color, religion, sex, national origin, disability or veteran status. It shall be the policy and practice of the CLEO to comply fully with federal and state laws, regulations and requirements with respect to non-discrimination, affirmative action, equal employment and civil rights.

ARTICLE XIII
AMENDMENTS

The By-Laws may be amended at any regular meeting of the CLEO with prior written notice having been given to all members of the CLEO at least seven (7) days in advance. Approval of any amendment to the By-Laws requires a simple majority vote of the members present.

ARTICLE XIV
SEVERABILITY

If any of the provisions of these By-Laws shall be found void or unenforceable for whatever reason by any court of law or equity, it is expressly intended that such provision(s) be severable and the remainder of the By-Laws shall remain in full force and effect.